IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.3024 OF 2004

Sudhakar Shetty ....Plaintiff
V/s.
Raliwolf Limited ....Defendant

Mr.D.V. Shah i/b Ms.N.K. Bhosale for the Plaintiff.
None for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 14TH DECEMBER, 2005.

P.C. :

1. The suit is filed to recover an amount of Rs.54,96,682/- with interest.

2. The Plaintiff has filed the compilation of the original documents. The same is taken on record and marked Exhibit "A" collectively.

3. The claim is based on a written agreement dated 21st December, 1999 whereby the Plaintiff was appointed as Canteen Contractor for the Defendant's factory at Mulund. Clause "B" (2) reads as under :-

> "In consideration of the Canteen Contractor's obligations and services herein contained, the Company shall pay the Canteen Contractors subsidy of Rs.3.55 lacs (Rupees Three lacs fifty five

> thousand only) per month keeping base total strength of employees of the Company is 630 inclusive of all permanent and temporary employees, apprentices, trainees, etc."

4. In accordance with the said agreement, the Defendant raised its bills from time to time. The Plaintiff has given credit for the amounts received.

5. There is no appearance. There is no written statement. There is however no provision for interest. The interest was first demanded only by the Plaintiff’s advocate notice dated 31st August, 2004. There is nothing on record that militates against the Plaintiff’s claim. This is a fit case where the averments and the submissions in the plaint ought to be accepted as correct.

6. In the circumstances, the suit is decreed in the sum of Rs.40,57,458/- together with interest thereon at the rate of 12 p.a. from 31st August, 2004 till payment and/or realisation.

. Refund as per rules.